

## Informal Solicitation #1060393 Professional Contract Consulting and Administrative Support Services

### AMENDMENT #1:

THIS AMENDMENT REVISES THE SOLICITATION AS FOLLOWS:

1. THE DATE AND TIME FOR SUBMISSION OF PROPOSALS HAS BEEN EXTENDED TO: 4:30 p.m. Eastern Standard Time, on January 7, 2016.
2. Background/Intent: REMAINS THE SAME EXCEPT THAT THE SECOND PARAGRAPH IS REVISED AS FOLLOWS:

'The County is seeking an individual possessing the education, experience, skills, knowledge and abilities who will provide direct services at a fixed, fully burdened hourly rate and for the same individual to commit to provide the services required for the life of the contract. The Contract if awarded, will be with an independent Contractor, who will not be considered, for any reason or purposes, an employee of the County.'

3. Contractor Qualifications: IS REVISED TO REQUIRE 5 YEARS OF EXPERIENCE INSTEAD OF 7 YEARS OF EXPERIENCE. A resume documenting directly related work experience is required with the Cover Letter.
4. Table 1 Evaluation Criteria- Written: IS REVISED TO EVALUATE FOR 5 YEARS OF DEMONSTRATED EXPERIENCE INSTEAD OF 7 YEARS.

THERE ARE NO OTHER CHANGES TO THIS SOLICITATION.

## **Local Small Business Reserve Program (LSBRP) Notice**

REQUEST FOR PROPOSALS

Informal Solicitation #1060393

Professional Contract Consulting and Administrative Support Services

This solicitation is reserved for only self-certified local small businesses timely registered with the County's LSBRP. This solicitation thus comes under County Code, sections 11B-17A; 11B-65; 11B-70 and Executive Regulation 21-05AM. These documents can be accessed through the LSBRP web site at ([www.montgomerycountymd.gov/LSBRP](http://www.montgomerycountymd.gov/LSBRP)).

LSBRP criteria are based on a firm's location, ownership status, and the level of pre-existing contracts with the County. Submitting a bid/proposal constitutes willfully stating your firm is a self-certified Local Small Business. Therefore, if you wish to submit a bid/proposal for this solicitation adhering to the LSBRP, you must:

1. Self-certify as a LSBRP firm prior to the bid's/proposal's due date. If your LSBRP self-certification is not registered prior to the bid's/proposal's due date, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site ([www.montgomerycountymd.gov/LSBRP](http://www.montgomerycountymd.gov/LSBRP)) and follow the instructions under "Register."
2. After the IFB opens or the RFP closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
  - all of its business location(s) (if more than one),
  - number of employees by location
  - annual gross revenue of the business for the past three fiscal years.

(The preferred documents are copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).

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REQUEST FOR PROPOSALS  
Informal Solicitation #1060393  
Professional Contract Consulting and Administrative Support Services  
December 17, 2015

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced services as outlined in this document.

**INSTRUCTIONS, NOTICES AND CONDITIONS:**

Your complete proposal must be submitted in a sealed envelope/package no later than 4:30 p.m. Eastern Standard Time, on December 23, 2015, to:

The Department of Police

Attention: Patricia Ross

100 Edison Park Drive 3<sup>rd</sup> fl.

Gaithersburg, Maryland 20878.

Or, scan in PDF format and email your proposal to:

[Patricia.Ross@montgomerycountymd.gov](mailto:Patricia.Ross@montgomerycountymd.gov) no later than 4:30 p.m. Eastern Standard Time, on December 23, 2015.

This Solicitation, if awarded, will result in one Contract.

The County reserves the right to cancel this Solicitation at any time.

The following pages contain the Terms, Conditions and Specifications for this request for proposals.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact Patricia Ross, Contract Administrator at (240) 773-5234.

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### **Background/Intent:**

It is the County's intent to enter into a contract with an individual possessing the experience and knowledge of law enforcement and public safety operations to support the procurement of goods and services and provide consulting and administrative support services for the County's Police Department. The County requires professional assistance and consulting services to develop and implement procurements to meet the Department's operational needs especially for several high volume and specialized divisions in need of contractual mechanisms to obtain essential and critical services. The individual Contractor selected to provide the services under a Contract resulting from this Solicitation must be able to fully meet the requirements described in this Solicitation independently and with only minimal instructions from the Contract Administrator.

It is not the intent of the County to enter into a Contract with a 'second or third party' or a 'broker'; the County intends to contract directly with an individual possessing the education, experience, skills, knowledge and abilities who will provide direct services at a fixed, fully burdened hourly rate. Proposals from brokers or entities other than an individual will be rejected as 'Non-Responsive'. The Contract if awarded, will be with an independent Contractor, who will not be considered, for any reason or purposes, an employee of the County.

This Solicitation, if awarded, will result in a 'Requirements' type of Contract, and as such, there is no guarantee of any specific number of hours or amount of work to be assigned under a Contract resulting from this Solicitation, however the total Contract value will not exceed \$99,999.

### **Scope of Services/Specifications/Work Statement**

The Contract Administrator will direct all services performed and will receive and approve all work performed. The Contractor will provide the following services under the direction of the Contract Administrator and may perform other services as may be assigned:

- 1) Develop solicitations for goods and services specific to the operational needs of the Police Department.
- 2) Edit, revise and modify language for solicitations, contracts, MOUs, agreements, and other contractual instruments with input from Police Program managers and managers from the County's Offices of the County Attorney, Procurement, Risk Management and other County departments and offices.
- 3) Manage chronological development and timelines of solicitations and act as the 'go to' liaison between all stakeholders according to tight deadlines.
- 4) Work with Program staff to develop IT, Chemistry/Biology/Ballistics Forensic and other highly specialized and complicated law enforcement contracts for specific programmatic operations, suggesting procurement methods and approaches in negotiations for best outcome in these procurements.
- 5) Utilize any hardware or software resources provided to perform tasks subject to the County Administrative Procedure 6-7 (Attachment E).
- 6) Provide consulting and expert advice and administrative support on matters related to law enforcement procurements as requested by the Contract Administrator.
- 7) Support and consultation may occur in person, electronically via email, phone or US mail or by other means as appropriate.
- 8) Other relevant support and assistance as may be assigned.

### **Proposal Submission**

#### **PROPOSAL SUBMISSIONS**

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, OFFICE OF PROCUREMENT.

Responses to this Solicitation received after the date and time specified are considered late and may not, under any circumstances, be considered for any award resulting from this Solicitation.

The Proposal must include the following elements:

- Cover Page: The cover should contain the Solicitation number, title, the Offeror's name and the submission date.
- Transmittal Letter: The transmittal letter should contain:
  - The name, title and contact information and signature of the individual making the proposal.
  - Statement that, if selected, the Offeror will negotiate in good faith with the County.
- The transmittal letter must also include a statement that the Proposal is valid for a minimum of 120 days from the date of submission.
- Statement of Qualifications:
  - Background Information: A detailed description of the Offeror's individual experience, education, training, skills, knowledge and abilities and evidence of such, including samples of work relevant to the scope of services noted in this solicitation.

- Education: Documentation validating educational background such as certifications or degrees in the field of business or procurements, or closely related field.
- Experience and Knowledge:
  - List the number of years' experience in providing services directly related to the Solicitation Scope requirements, especially those related to law enforcement.
  - Provide documentation in the form of samples of completed contract projects directly related to the Solicitation Scope requirements.
  - Demonstrate (give examples) of Offeror's knowledge of and experience applying procurement regulations to Contracts, especially those utilized by Montgomery County.
- References: Provide the names, phone numbers and email addresses of at least three references who are able to verify the Offeror's expertise in performing the services described in this Solicitation.
- Proposal Sheet with fully burdened hourly rate.
- This solicitation is subject to the Wage Requirements Law, the offeror must submit the appropriate Wage Requirements forms in Attachment C. Failure to submit and complete the required material information on the form(s) may make your proposal unacceptable under County law and may be rejected.
- Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.

### **Contractor Qualifications**

The Contractor must have a bachelor's degree (or equivalent) in business administration or similar field and/or possess a certification as a procurement professional. Contractor must have at least 7 years of experience as a public procurement professional, and must also have sufficient experience to independently complete the services described as directed by the Contract Administrator. No training will be provided to perform these services. The Contractor must have the knowledge, education and experience in working with law enforcement subject matter experts sufficient to initiate, guide, assist, coordinate and advise them in the development of scopes and specifications to result in effective solicitations and contracts.

### **Evaluation Criteria**

Upon receipt of proposals, the Department will review and evaluate all proposals in accordance with the evaluation criteria listed below. The Department will also review each offeror for responsibility. Interviews will be conducted with all offerors whose proposals receive a score of 80 points or higher. The Interview criteria that will be utilized is listed in Table 2 below. The Department will make its award recommendation of the highest ranked offeror based on the Department's evaluation scores of the written proposals, interview scores and its responsibility determination. The Chief of the Department of Police will forward his/her recommendation to the Director, Office of Procurement. The Director, Office of Procurement, may approve with conditions, or reject the Using Department Head's recommendation. The County reserves the right to cancel the solicitation.

An award of contract will be based on the COMBINED points awarded in both the written and the interview evaluation of a responsible offeror's demonstration of experience, ability and qualifications to independently provide the services required by the County as described in this Solicitation as well as by cost. The evaluation criteria include but are not limited to the criteria shown in both tables below:

	<b>Table 1. Evaluation Criteria-Written</b>	<b>Points</b>
1.	Demonstrated experience, 7 years minimum, independently developing Contracts, Solicitations and Procurement actions especially peculiar to County law enforcement and in guiding, advising and leading procurement processes, working directly with County law enforcement subject matter experts.	45
2.	Demonstrated experience in reviewing, analyzing and interpreting legal documents, particularly County code, procurement regulations and County procedures in formulating, processing and managing procurement solicitation types utilized by Montgomery County, MD.	35
3.	Demonstrated ability to independently coordinate and 'close the loop' with vendors and stake-holders in the contracting process from start to completion, conforming to pre-	10

	established County deadlines.	
4.	Fully burdened* fixed hourly rate.	10
	<b>TOTAL POINTS:</b>	<b>100</b>

	<b>Table 2. Evaluation Criteria- NOTE: An Interview will only be conducted with Offeror's scoring above 80 on Table 1.</b> The interview will specifically focus on evaluating the Offeror to determine qualifications and experience based on the Offeror's:	Points
1.	Understanding of and ability to apply knowledge and experience in law enforcement and County intra-departmental procurement processes in the development of appropriate types of solicitations and contracts for the Police Department and to provide expert consultation services as requested.	20
2.	Understanding of Union agreements, function codes and chain of command in a major Police Department and knowledge of how these impact and affect procurement processes for the Police Department.	20
3.	Knowledge and experience preparing procurement documents including executive memos with appropriate content sufficient to provide concise explanations of background and specifications to all stakeholders.	20
4.	Experience working with program staff, leading and coordinating solicitation processes, and maintaining confidentiality.	20
5.	Knowledge of law enforcement sensitive issues which are applicable to law enforcement procurement development.	20
	<b>TOTAL POINTS:</b>	<b>100</b>

### **Contractor Responsibility**

1. The Contractor must perform services 'off-site', and will not be provided with a County office or phone. The Contractor must maintain a working phone number and active Internet connection and must acknowledge, via email, a request for services from the Contract Administrator within 1 business day.
2. The Contractor must provide the County with a schedule of available and unavailable hours and to inform the County of unavailable hours in advance to allow for appropriate allocation of assignments.
3. The Contractor must assist the County's Department of Police in the development of solicitations, contracts and related procurement documents to meet the Department's purchasing needs as described herein.
4. The Contractor must submit a productivity report along with the monthly invoice for completion of tasks assigned each month in a format directed by the Contract Administrator.
5. The Contractor must provide milestone contract data as requested to assist the Contract Administrator to track lifecycle of procurement actions.
6. The Contractor must serve as a point of contact as assigned by the Contract Administrator for the Department's procurement related matters to the Department's bureaus, divisions and units in addition to the County's Offices of Procurement, County Attorney, Risk Management and the other County's departments and offices.
7. The Contractor must utilize any County provided email or electronic resources within guidelines set forth by County Administrative Procedures as applicable.
8. Any hardware or computer equipment provided to the Contractor remains the property of the County and must be returned to the County at the termination of the Contract. The Contractor must work with the County to coordinate return of any hardware provided.

### **County Responsibility**

1. The County will provide timely notification to Contractor of assignments via email.
2. The County will provide direction and specifications for solicitations, contract actions and relevant assignments via the appropriate program managers or subject matter experts.
3. The County will notify the Contractor of all updates to the forms and documents related to contract development as they are released.

4. The County will provide the Contractor with access to files, contract forms and documents as required to perform the work assigned.
5. The County may provide a laptop computer and access to County electronic software/hardware resources subject to County Administrative Procedures as applicable.

**Term**

The effective date of this Contract begins upon signature by the Director, Office of Procurement.

The period in which Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a one year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term two time(s) for one year(s) each.

At this time, the department estimates an average of 12 hours per week/52 weeks per year, however, that amount may change depending on solicitation and contract workload in the Department. No guarantee of work hours is implied or offered under the Contract resulting from this Solicitation.

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Fully burdened hourly rate: \$ \_\_\_\_\_  
(all costs to provide services must be factored into this hourly rate)

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE, STATE BELOW:

\_\_\_\_\_

Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

A Social Security Number for Tax purposes may be requested upon Award of Contract, and is required for payment of invoices in the County's Oracle financial system.

THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE AND MADE PART OF ANY AWARD:

The entire Solicitation package, including:

The General Conditions of Contract Between County and Contractor shown in this Solicitation 'ATTACHMENT A' along with the Minimum Insurance Requirements, 'ATTACHMENT B', Wage Requirements, 'ATTACHMENT C', Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D)

The County's Administrative Procedure 6-7, 'ATTACHMENT E'

Proposal Sheet 'ATTACHMENT F'

"Instructions, Conditions, and Notices" of this Solicitation

The Specifications shown in this Solicitation

All Solicitation amendments (if issued)

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**MANDATORY INSURANCE REQUIREMENTS -WAIVED**

Professional and Administrative Contract Support Services

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Insurance Requirements for this Contract have been waived by the Division of Risk Management.

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## GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

### 1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

### 2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

### 3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

### 4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

### 5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

### 6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Office of Procurement;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

#### 7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

#### 8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

#### 9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

#### 10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

#### 11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

#### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

#### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

#### 14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The

contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

**15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE**

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

**16. IMMIGRATION REFORM AND CONTROL ACT**

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

**17. INCONSISTENT PROVISIONS**

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

**18. INDEMNIFICATION**

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

**19. INDEPENDENT CONTRACTOR**

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

**20. INSPECTIONS**

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

**21. INSURANCE**

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

TABLE A. - INSURANCE REQUIREMENTS  
(See Paragraph #21 Under the General Conditions of Contract  
Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder  
Montgomery County Maryland (Contract #)  
Office of Procurement  
Rockville Center  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4166

\*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS  
(See Paragraph #21 Under the General Conditions of Contract  
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder  
Montgomery County Maryland (Contract #)  
Office of Procurement  
Rockville Center  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4166

**(Remainder of Page Intentionally Left Blank)**

## 22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

## 23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

## 24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

## 25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

## 26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

## 27. PROTECTION OF PERSONAL INFORMATION BY GOVERNMENT AGENCIES

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

## 28. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

## 29. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for

reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

30. TIME

Time is of the essence.

31. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

32. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

**THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.**



## MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - "Minority Contracting", Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement, or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Office of Procurement, or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program Manager, Division of Business Relations and Compliance at (240) 777-9912.

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Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business: Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.

## Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.

B. Contractor must subcontract a percentage goals listed below of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Business Program Manager. The letter must explain why a waiver is appropriate. The Director of the Office of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.

For Goals by each purchasing category, please refer to [www.montgomerycountymd.gov/mfd](http://www.montgomerycountymd.gov/mfd)

C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.

D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.

E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.

F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.

G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Office of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

**MONTGOMERY COUNTY, MARYLAND**  
**MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR**  
**PERFORMANCE PLAN**

Contractor's

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTRACT NUMBER/PROJECT DESCRIPTION: \_\_\_\_\_

- A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is \_\_\_\_\_% of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor :

This subcontractor will provide the following goods and/or services:

2. Certified by: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
Circle MFD Type:  
AFRICAN AMERICAN ASIAN AMERICAN DISABLED PERSON  
FEMALE HISPANIC AMERICAN NATIVE AMERICAN  
The percentage of total contract dollars to be paid to this  
subcontractor: \_\_\_\_\_  
This subcontractor will provide the following goods and/or  
services: \_\_\_\_\_

3. Certified by: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
Circle MFD Type:  
AFRICAN AMERICAN ASIAN AMERICAN DISABLED PERSON  
FEMALE HISPANIC AMERICAN NATIVE AMERICAN  
The percentage of total contract dollars to be paid to this  
subcontractor: \_\_\_\_\_  
This subcontractor will provide the following goods and/or  
services: \_\_\_\_\_

4. Certified By: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
Circle MFD Type:  
PMMD-65 Rev. 06/15

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

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E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

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F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.

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G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
MFD Program Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
MFD Program Officer

Date: \_\_\_\_\_

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
Director  
Cherri Branson  
Office of Procurement

Date: \_\_\_\_\_

\_\_\_\_\_  
Director  
Cherri Branson  
Office of Procurement

Date: \_\_\_\_\_

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. \_\_\_\_\_) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

2. TYPE CORPORATE CONTRACTOR'S NAME: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Cherri Branson, Director, Office of Procurement

\_\_\_\_\_  
Date

Section 7.3.3.4(a) of the Procurement Regulations requires:  
The Contractor must notify the Director, Office of Procurement of any proposed change to the Subcontractor Performance Plan.

Wage Requirements for Services Contract  
Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the Wage Requirements Law, found at Section 11B-33A of the Montgomery County Code ( “WRL” or “11B-33A”). A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the WRL, subject to the exceptions for particular contractors noted in 11B-33A (b) and for particular employees noted in 11B-33A (f).
- B. Conflicting requirements (11B-33A (g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. A nonprofit organization that is exempt from the WRL under 11B-33A (b)(3) must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees. Section 11B-33A (c)(2).
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirement in 11B-33A.
- E. Each contractor and subcontractor covered under the WRL must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices approved and/or supplied by the County, informing employees of the wage requirements. Section 11B-33A (h).
- F. An employer must comply with the WRL during the initial term of the contract and all subsequent renewal periods, and must pay the adjusted wage rate increase required under 11B-33A (e)(2), if any, which is effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right, or filing a complaint of a violation, under the WRL.
- H. The sanctions under Section 11B-33 (b), which apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements of the WRL.
- I. The County may assess liquidated damages for any noncompliance by contractor or its subcontractor with the WRL based on the rate of 1% per day of the total contract amount, or the estimated annual contract value of a requirements contract, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. If the County determines, as a result of a WRL audit that the Contractor has violated requirements of the WRL, including but not limited to the wage requirements, the County will assess the Contractor for the cost incurred by the County in conducting the audit. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action against the violating contractor or subcontractor enforce the payment of wages due under the WRL and recover from the Contractor or subcontractor any unpaid wages with interest, a reasonable attorney’s fee, and damages for any retaliation by the Contractor or subcontractor arising from the employee asserting any right, or filing a complaint of violation, under the WRL.
- J. The County has established a program of random audits to assure compliance with the WRL. The Director may conduct an on-site inspection(s) for the purpose of determining compliance. Some of the documents that may be required during an audit are listed on the Wage Requirements Law FAQ web page: <http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>
- K. The Contractor is in breach of this contract if the Contractor fails to submit timely documentation demonstrating compliance with the WRL to the satisfaction of the Director, including: the Wage Requirements Law Payroll Report Form (PMMD-183), which is required to be submitted by the end of the month (January, April, July, October) following each quarter; documents requested in conjunction with a random or compliance audit being conducted by the County; or documents otherwise requested by the Director. In the event of a breach of contract under this paragraph, or for any other violation of the WRL, the County may assess against, or withhold from payment to, Contractor, the liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a

result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

L. For any questions, please contact the Wage Requirements Law Program Manager at 240-777-9918 or [WRL@montgomerycountymd.gov](mailto:WRL@montgomerycountymd.gov) .

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Contract # \_\_\_\_\_

**Wage Requirements Law Certification**

(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Provide, in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the County's Wage Requirements Law, unless exempt under Section 11B-33A (b) (see Section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

In the event that you, the "Offeror," are awarded the contract and become a Contractor, YOU MUST MARK ☒ or ☒ in ALL BOXES BELOW that apply.

☐ A. Wage Requirements Compliance

This Contractor, as a "covered employer", will comply with the requirements under County Code Section 11B-33A, "Wage Requirements" ("Wage Requirements Law" or WRL). Contractor and its subcontractors will pay all employees not exempt under the WRL, and who perform direct measurable work for the County, the required wage rate effective at the time the work is performed. The offer price(s) submitted under this solicitation include(s) sufficient funds to meet the requirements of the WRL. A "covered employer" must submit (preferably via email) quarterly (by the end of January, April, July, and October for the quarter ending the preceding month) certified payroll records for each payroll period and for all employees of the contractor or a subcontractor performing services under the County contract governed by the Wage Requirements Law, to the Division of Business Relations and Compliance, Attn: Wage Requirements Law Program Manager. These payroll records must include the following: name; position/title; gender/race (for contracts awarded after October 1, 2015); daily straight-time hours worked; daily overtime hours worked; straight-time hourly pay rate; overtime hourly pay rate; both employer and employee share of health insurance premium; and total gross wages paid for each period. A sample of the Payroll Report Form can be found at the link below.

(<http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>). In lieu of the quarterly Payroll Report Form, payroll registers generally satisfy the requirement. Late submission or non-submission of this information, or any other violation of the WRL, may result in the County withholding contract payments and additional actions by the County, including but not limited to: assessing liquidated damages, terminating the contract, or otherwise taking action to enforce the contract or the Wage Requirements Law. The Contractor must ensure that NO Social Security number of any person, other than the last four digits, is included on the quarterly report.

B. Exemption Status (if applicable)

This Contractor is exempt from Section 11B-33A, "Wage Requirements," because it is:

- ☐ 1. Reserved – [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed, has received less than \$50,000 from the County in the most recent 12-month period, and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b)(1);
- ☐ 3. a public entity. Section 11B-33A (b)(2).
- ☐ 4. a non-profit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 11B-33A (b)(3) (**must complete item C below**).

- ☐ 5. an employer expressly precluded from complying with the WRL by the terms of any federal or state law, contract, or grant. Section 11B-33A (b)(7) (**must specify the law, or furnish a copy of the contract or grant**).

☐ C. Nonprofit Wage & Health Information

This Contractor is a non-profit organization that is exempt from coverage under Section 11B-33A (b)(3). Accordingly, the contractor has completed the 501 (c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, which is attached. See Section 11B-33A (c)(2).

☐ D. Nonprofit's Comparison Price(s) (if desired)

This Contractor is a non-profit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blanket-cost quotation sheet on which it is submitting its price(s) in the RFP, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the WRL. For proposal evaluation purposes, this price(s) will be compared to price(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the WRL. This revised information on the duplicate cost sheet must be clearly marked as your nonprofit organization comparison price(s). In order for the County to compare your price(s), the revised information on the duplicate cost sheet must be submitted with your offer on or before the offer opening date, must show how the difference between your nonprofit organization price(s) and other organization comparison price(s) was calculated. Section 11B-33A (c)(2).

☐ E. Sole Proprietorship

Sole Proprietorships are subject to the WRL. In order to be excused from the posting and reporting requirements of the WRL, the individual who is the sole proprietor must sign the certifications below in order to attest to the fact that the Sole Proprietorship:

- (1) is aware of, and will comply with, the WRL, as applicable;
- (2) has no employees other than the sole proprietor; and
- (3) will inform the Montgomery County Office of Business Relations and Compliance if the sole proprietor employs any workers other than the sole proprietor.

**Contractor Certification**

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

Contract # \_\_\_\_\_

## 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number		E-Mail	

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

[illegible]

\* IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".



OFFICES OF THE COUNTY EXECUTIVE


Douglas M. Duncan  
*County Executive*

MEMORANDUM

May 4, 2005

Bruce Romer  
*Chief Administrative Officer*

TO: All Department Heads

FROM: Scott Reilly, Assistant Chief Administrative Officer 

SUBJECT: Administrative Procedure 6-7, Information Resources Security

Attached is Administrative Procedure 6-7, Information Resources Security. Please note the name of the procedure changed from Information Technology Security to Information Resources Security. The administrative procedure provides departments and employees with guidelines to protect the County's electronic data assets from theft, unauthorized destruction, use, modification or disclosure. A County employee must protect Information Resources, e.g. data stored on a computer, commensurate with its level of sensitivity and applicable legal and County policy mandates for that particular type of information. In addition, the employee is to limit private use during his or her access to County Information Resources and normally use County Information Resources only to complete his or her responsibilities. Departments are responsible for providing appropriate employees training to perform County Information Resource-related job functions, in compliance with County Information Resources security procedures.

Please note that in any contract where a contractor may be have remote access to, or otherwise work on or interface with, County Information Resources, departments must include the following language in the solicitation document and the contract, along with a copy of AP 6-7: This Contractor may be afforded remote access privileges to County Information Resources, or otherwise work on or interface with County Information Resources, and must ensure that the County's Information Resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's Information Resources Security Procedure (AP 6-7). The Contractor must adhere to any and all policies and procedures under, or related to, the County's Information Resources Security Procedure (AP 6-7), which is expressly attached to, incorporated by reference into, and made a part of, this contract.

The administrative procedure was revised to address the concerns of the Department of Public Works and Transportation, the Department of Permitting Services, and the Office of Procurement.

The administrative procedure is being published in final form. Please insert this administrative procedure in the Information and Processing Section of your Administrative Procedure Manual and amend the table of contents to reflect this change.

View the table of contents on OMB's home page on the intranet at <http://portal.mcgov.org/omb> and then click on the Administrative Procedures link.

SR:pw





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Information Resources Security

## PURPOSE

- 1.0 To establish a procedure that ensures the County's electronic data assets are protected from theft, unauthorized destruction, use, modification, or disclosure.

## DEFINITIONS

- 2.0 Access Point – This is a means of connection between networks, or between a network and a user device. Some examples of an access point are a wireless hub or device, a modem, a cable modem, a DSL (Digital Subscriber Line) connection, an ISDN (Integrated Services Digital Network) line, A VPN (Virtual Private Network) service, and a router or other device with more than one network interface between two or more subnets.
- 2.1 Computer Security Guideline - A document that defines security procedures and standards, which is located under the on-line address at:  
[http://portal.mcgov.org/dpttmpl.asp?url=/content/departments\\_intranet/DTS/PolicyProcs/index.asp](http://portal.mcgov.org/dpttmpl.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp)
- 2.2 County Information Resources – A Montgomery County-owned, leased, or licensed computer, peripheral, network, system, or software element or package, and information transmitted, received, or stored using a County-owned, leased or licensed computer, peripheral, network, system, or software element or package.
- 2.3 Department of Technology Services (DTS) - A department in the executive branch that is responsible for automated information systems and telecommunications technology for the County Government.
- 2.4 Disaster Recovery Guideline - A document that describes the Information Technology steps taken for a disaster recovery, which is located under the on-line address at:  
[http://portal.mcgov.org/dpttmpl.asp?url=/content/departments\\_intranet/DTS/PolicyProcs/index.asp](http://portal.mcgov.org/dpttmpl.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp)
- 2.5 Digital Subscriber Line (DSL) - A family of technologies that provide a digital connection over the copper wires of the local telephone network.
- 2.6 Extended Network – A permanent or semi-permanent physical extension of the County's computer network to a non-County facility that is used by County and non-County employees to access County Information Resources.
- 2.7 Incident Response Guideline - A document that describes the policy for handling security incidents, which is located under the on-line address at:  
[http://portal.mcgov.org/dpttmpl.asp?url=/content/departments\\_intranet/DTS/PolicyProcs/index.asp](http://portal.mcgov.org/dpttmpl.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp)
- 2.8 Information – Data stored, processed, or transmitted by or to a computer, Personal Data Assistant (PDA) or any other device.



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- 2.9 Information Technology Staff – An employee who is responsible to deploy, manage, administer, program, maintain or dispose of the County's computers, peripherals, networks, or software. This does not include staff that simply uses a computer, peripheral, network, data, or software to complete a job responsibility.
- 2.10 Integrated Services Digital Network (ISDN) – Type of circuit switched telephone network system, designed to allow digital (as opposed to analog) transmission of voice and data over ordinary telephone copper wires, resulting in better quality and higher speeds, than available with analog systems.
- 2.11 Network – Transmission channels and all supporting hardware and software interconnecting the County's computers and peripherals.
- 2.12 Network Equipment – Goods necessary for network communications, including routers, hubs, switches, network Interface cards, firewalls, and bridges.
- 2.13 PC – Personal computer.
- 2.14 Peripheral – Any hardware device connected to a computer (e.g., a monitor, keyboard, printer, Universal Serial Bus device, plotter, disk or tape drive, graphics tablet, scanner, joy stick, or mouse).
- 2.15 Privileged Account – A logon identification to the network with access exceeding the standard access given to employees.
- 2.16 Redundant Array of Independent Disks (RAID) – a system of using multiple hard drives for sharing or replicating data among the drives.
- 2.17 Risk Assessment Guideline - A document that defines how to assess a risk to data or County Information Resource, which is located under the on-line address at:  
[http://portal.mcgov.org/dptttml.asp?url=/content/departments\\_intranet/DTS/PolicyProcs/index.asp](http://portal.mcgov.org/dptttml.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp).
- 2.18 Sensitive Information – Any information considered sensitive by law or County policy, including criminal justice, payroll/personnel, client or patient medical information.
- 2.19 System – A set of hardware and software that processes data in a meaningful way. A relatively simple computer system is a personal computer (PC).
- 2.20 System Administrator – An employee, either from DTS or another department, who is responsible for assigning and maintaining access rights (approvals) for privileged accounts.
- 2.21 Virtual Private Network (VPN) – A VPN is a network that uses encryption and other security methods to create a secure network on top of a non-secure and often public network.

## POLICY

- 3.0 An employee must protect information resources commensurate with its level of sensitivity and applicable legal and County policy mandates for that particular type of information.



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- 3.1 An employee must limit private use during his or her access to a County Information Resource, and normally use County Information Resources only to complete his or her work-related responsibilities.
- 3.2 A County Information Resource must have adequate environmental protection and safety systems, in accordance with manufacturer recommendations.
- 3.3 An employee may remove a County Information Resource from the County's premises only for business purposes and only upon the approval by appropriate personnel within the employee's department in custody of such resources.
- 3.4 Information that is critical to the County's operations must have regular backups and off-site storage. A department is responsible for having a critical County Information Resource disaster recovery plan, to provide for continuity of critical business operations and service delivery, in accordance with published DTS operating standards. The department must test the systems covered by the disaster recovery plan on a regular basis.
- 3.5 An employee and/or a department must follow the requirements listed under Paragraph 4.31 of this administrative procedure to have remote access to County Information Resources.
- 3.6 A County employee who violates this administrative procedure may be subject to disciplinary action, in accordance with Montgomery County laws and executive regulations, including Personnel laws and regulations, and Ethics Laws, currently codified at Chapter 33, COMCOR Chapter 33, and Chapter 19A of the County Code, respectively, and applicable collective bargaining agreements, as amended. Violation of this procedure is prohibited and may lead to disciplinary action, including dismissal, and other legal remedies available to the County.
- 3.7 In any contract where a contractor or business partner may have remote access to, or otherwise work on or interface with, County Information Resources, including those situations described below in paragraphs 4.11 (G), 4.12, 4.14 (E), 4.30, 4.31 (E) and 5.1 (C), the following language, or language of similar import, must be included in the solicitation document and the contract, and AP 6-7 must be attached:

This Contractor may be afforded remote access privileges to County information resources, or otherwise work on or interface with County information resources, and must ensure that the County's information resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's Information Resources Security Procedure (AP 6-7). The Contractor must adhere to any and all policies and procedures under, or related to, the County's Information Resources Security Procedure (AP 6-7), which is expressly attached to, incorporated by reference into, and made a part of, this contract.

## GENERAL

- 4.0 DTS must configure and install all access points connected to a County Information Resource.



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- 4.1 DTS must install County network access controls (e.g., firewalls, boundary routers, etc.) to protect County Information Resources.
- 4.2 DTS will perform periodic (e.g., daily, bi-annual, etc.) security vulnerability audits on all County Information Resources in accordance with this administrative procedure.
- 4.3 Any Information or Information Resource that is contained in or stored on County Information Resources, or transmitted or received using County Information Resources, is the property of the County and, therefore, is not considered private.
- 4.4 The following are required to protect the identification and authentication of users of a County Information Resource:
  - A. Employees must, at a minimum, use identification controls and individual access accounts with passwords, to gain access to a County Information Resource.
  - B. Employees must not share identification controls.
  - C. Employees must limit privileged account use to specific functions, e.g. loading software, and may not be used on a continual basis apart from the intended function.
  - D. Account lockout procedures must conform to County Computer Security Guidelines.
  - E. DTS must terminate an employee's access to County Information Resources, immediately, when the employee is no longer employed in County service, or when an employee's responsibilities no longer require access to County Information Resources. DTS must terminate a contractor's access to County Information Resources, immediately, when the contractor's services is no longer required. Departments have this same responsibility for computer/device accounts under their control.
  - F. DTS must test password quality on a periodic basis. If a password is found to be weak as defined in the Computer Security Guideline the user must change the password.
  - G. Departments must disable any unused network logon ids.
- 4.5 The following are requirements to protect Sensitive Information:
  - A. An employee must not store Sensitive Information on a PC, unless DTS-approved PC security software is installed in the PC. A current list of DTS-approved PC security software is contained in the County Security Guidelines.
  - B. DTS may enable an employee to have access to Sensitive Information, only on the condition that the employee requires that Sensitive Information to perform the employee's responsibilities for the County.





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C. An employee who has Sensitive Information stored on electronic media, or in any physical format, such as paper or fiche, is responsible for locking the information in a secure area when not in use, and deleting, reformatting, or shredding that Sensitive Information when it is no longer needed.

D. After using a PC terminal, an employee must not leave the PC terminal while Sensitive Information is displayed on the screen. An employee must never leave Sensitive Information on the computer terminal unattended; if necessary the department must install a screen-locking feature on the PC that blanks the screen until the correct password is entered.

E. The warning banner, as described in the County Security Guidelines, must be displayed on monitors, before employees are granted permission to access the computer system. An employee must have explicit permission from DTS in order to access or configure a computer device. All activities performed on a County Information Resource may be logged.

4.6 DTS requires that an information system joining the County network meet minimum security requirements as defined in the Computer Security Guidelines, unless an exception is granted by DTS.

4.7 The following are requirements when installing software security upgrades on County Information Resources:

A. A department is responsible for applying critical security patches, specified by the software vendor, for computer systems within 30 days after public release. For systems containing Sensitive Information or systems accessible via the Internet, a department is also responsible for applying critical security patches, within seven days of public release.

B. During emergency situations, the DTS Security Office may require that all computer systems immediately receive patches.

C. Departments must apply non-critical security patches to all County Information Resources other than computer systems within 90 days after public release.

D. If, due to incompatibility or other issues, a critical security patch cannot be applied, a department must submit an exception report, in writing, to the DTS Security Office.

E. The DTS Security Office must periodically verify software revision and patch levels for all County systems.

4.8 The following are requirements when using computer viral controls:

A. A department must install and run a DTS-approved, centrally administered, anti-virus application, using a DTS-approved configuration on all Information Resources that connect to the County network. A department must utilize the automatic updates, if available.



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- B. DTS and departments must protect County Information Resources by using an anti-virus program with virus definition no older than two weeks and having current approved software security updates applied to the County Information Resources.

4.9 The Department of Technology Services will do the following to audit County Information Resources:

- A. Audit and review information resources on a regular basis, based on the sensitivity of the information or systems.
- B. Log, and keep for a period of at least one year, records of unauthorized attempts to access Sensitive Information.

4.10 A department must install and run a DTS-approved, centrally administered, anti-spyware application, using a DTS-approved configuration on all Information Resources that connect to the County network. A department must utilize the automatic updates, if available.

4.11 The following are requirements when accessing a non-County controlled network from within the County's network:

- A. The right to use remote access services must be in accordance with AP 6-1, Use of County-provided Internet, Intranet, and Electronic Mail Services.
- B. Access to remote access services must comply with the remote network owner's security and use policies.
- C. A user that requires, and seeks to obtain, a modem at his/her workstation for remote access must receive approval from the DTS Security Office.
- D. Encryption and authentication of any County Information Resource is required, if Sensitive Information is to be transmitted over public phone lines, the Internet, or wirelessly.
- E. Sensitive information may not be stored on non-County controlled resources unless the department follows DTS procedures, County Security Policy, and all Federal, State and County laws and policies.
- F. All VPN clients or any tunneling devices installed within the County network must be approved by DTS Security Office.
- G. In order for a contractor to be afforded remote access privileges, the contractor must follow the same security requirements detailed in this administrative procedure and any other County Information Resource procedures. A department must include the Information Resources Security requirements noted in this administrative procedure in, or attach this administrative procedure to and incorporate it by reference into, any contract to which this administrative procedure applies.



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4.12

The following must be met for a contractor or business partner facility to work on an extended network:

- A. All network connections between a contractor or business partner and the County must meet the same security requirements detailed in this administrative procedure and the Computer Security Guidelines. The contractor or business partner must agree to implement, comply with, and enforce all County security policies and guidelines. A department must include the Information Resources Security requirements noted in this administrative procedure in, or attach this administrative procedure to and incorporate it by reference into, any contract to which this administrative procedure applies.
- B. Failure by contractor or business partner to maintain full compliance with the County's security policies may result in immediate termination of the connection, and may be the cause for cancellation of any contract between the County and the contractor/business partner.

4.13

A department must do the following for the vulnerability, assessment, and remediation of County systems:

- A. Conduct risk assessments and remediation on County Information Resources on a regular basis, commensurate with the level of sensitivity of the information, according to the Risk Assessment Guideline.
- B. Support DTS scans against common infrastructure, on a regular basis.
- C. Remediate vulnerabilities on a timeline commensurate with the associated level of risk. (Refer to Incident Response Guideline).
- D. Report all system or network installations to the DTS Security Office, prior to implementation.
- E. Comply with County Computer Security procedures established by the DTS Security Office, when installing new software.

4.14

Departments must do the following to ensure the safety of County Information Resources and personnel.

- A. Create policies and ensure compliance to physically secure work areas.
- B. Locate all new computer and communications centers in an area unlikely to experience natural disasters, serious or man made accidents, and related problems. New and remodeled facilities must be constructed to protect against fire, water damage, vandalism, and other threats that may occur. The location of multi-computer or communications facilities should be selected to minimize risk of damage.
- C. Develop computer centers in consultation with DTS and the Department of Public Works and Transportation.



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D. Notify the Department of Public Works and Transportation if changes in facilities are needed or if changes to plans are required.

E. A department must include the requirements of this administrative procedure in any contract to which this administrative procedure applies.

4.15 The Department of Public Works and Transportation must do the following to ensure the safety of County Information Resources and personnel:

A. Use environmental controls, including those related to humidity, temperature, and lighting, to protect all equipment.

B. Install fire detection and suppression equipment, as required by County, Federal and State law.

C. Periodically, inspect environment and safety systems by qualified personnel.

D. Use electrical protections on County Information Resources, commensurate with the importance of the County Information Resource.

E. Ensure the area is structurally sound.

F. Ensure a physically secure infrastructure envelope exists.

G. Develop computer centers in consultation with DTS.

4.16 Departments and the DTS Security Office must do the following to ensure that access to County Information Resources is secure, by taking measures that include the following:

A. Physically restrict unauthorized personnel from accessing County buildings, computer labs, offices, and work areas containing County Information Resources, including related equipment.

B. Permit only authorized personnel to have access to servers and wiring closets.

C. Restrict access to magnetic tape, disk, and documentation libraries to only employees whose responsibilities require access to them.

4.17 A department must do the following when moving or removing County Information Resource equipment owned or managed by DTS:

A. A departmental director or designee must receive approval from DTS to remove County Information Resources, which may occur only for DTS-approved business purposes. A department must provide the reason(s), in writing, for moving or lending the equipment. A department that has received approval to remove equipment so it may be repaired provided the department complies with DTS-approved repair processes and retains a receipt for the equipment from the repair provider.



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B. Do not relocate computer equipment without prior authorization from the appropriate DTS management and/or technical support staff.

C. Use a sign-out procedure, approved by information resource owners, for all shared resources.

4.18 A department must do the following when installing copyrighted software:

A. Not make, use or display unauthorized copies of licensed software on County Information Resources.

B. Periodically, take an inventory of all software to determine if the software is properly licensed.

C. If an illegal copy of software is found, promptly acquire a license for the software or delete the software from the system, immediately. Document the discovery, licensure, or deletion of any illegal copy of software found.

4.19 Violation of this administrative procedure may result in adverse consequences, including fines to the County by the Software and Information Industry Association, or an indemnification or disciplinary action against the responsible employee.

4.20 A user of County Information Resources must not disable or modify security measures installed on any computer for any reason, without permission from appropriate DTS staff.

4.21 A user of County Information Resources must be trained in information security awareness, security threats, organizational policy issues, and the security aspects of the specific systems that the employee's department uses.

4.22 A department must do the following when designing or repairing a network server:

A. Place service contracts with the hardware vendor for repair/service for critical production systems, if possible. Contracts must specify response times for service, if possible.

B. Use backup or failover devices for critical network systems, if possible.

C. Place back-ups of County Information Resources at a physically separate, environmentally-controlled facility.

4.23 A department is responsible for the following when backing up County Information Resources:

A. Back-up crucial data and files frequently, and retain at least the last three back-up copies. The backing up of data is to be commensurate with the frequency of change of the data and the importance of recovering the lost data in a timely manner.

B. Back-ups must be at a physically separate, environmentally controlled facility.



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C. All media used to store sensitive, valuable, or critical information for longer than six months must not be subject to rapid degradation. This information must be copied to newer media when the time limits suggested by the manufacturer are close to expiration.

D. Additional protections, such as RAID technology and hardware redundancy, should be used for appropriate, mission-critical applications.

4.24 A department is responsible for the following when establishing a disaster recovery plan for its data:

A. Develop a detailed disaster recovery and continuity of operations plan for County Information Resources.

B. A department that wishes to be supported by DTS, in the event of an emergency or disaster, must implement hardware and software policies and related procedures consistent with DTS standards. DTS staff is available to work with departments and offices to ensure compliance with DTS standards. (Refer to the Disaster Recovery Guidelines).

4.25 A department must develop a detailed plan to shut down each device in a computer center quickly, in the event of an emergency.

4.26 A department may be exempt from this administrative procedure under the following conditions:

A. The department must request exemption from this administrative procedure and receive written approval from the DTS Security Office. A detailed reason for the exception must be included, as well as the business purpose for the exception and additional precautions that will be taken to reduce the risk to the County network if the exception is granted. Examples of additional security precautions may include restricting Internet access and eliminating floppy disk and CD drives on the PC, or disconnecting from the County network.

B. A department that complies with the aforementioned section, and includes in its reason(s) for exemption that it has some older computer platforms in use that lack the capability to implement the security procedures outlined in this document. In this event, a department must purchase upgrades or replacements to these computer platforms as soon as possible, and, until this occurs, all Sensitive Information must be moved off these computers.

4.27 Employees may use County Information Resources only as follows:

A. For County business purposes, as provided under Paragraph 3.1 of this procedure and in accordance with AP 6-1, Use of Internet, Intranet, and E-mail Services, employees are responsible for using County Information Resources responsibly and to follow all related policies, regulations, security requirements, and laws.



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Information Resources Security

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A handwritten signature in black ink, appearing to be "S. R.", written over the "CAO APPROVAL" text.

- B. Sign a confidentiality agreement in accordance with any policy, regulations, or laws.
- C. Any use of County Information Resources, including the Internet, intranet, email, computers, or peripherals is subject to the County's review, copying, storing, archiving, and monitoring for violation of policies, regulations, and local, state or federal laws.
- D. Montgomery County is not responsible for maintenance, damage, or loss of personally-owned computers, data, or peripherals used by employees in the work place.

4.28 An employee must use County Information Resources responsibly and professionally, and must not use County information resources in a manner that violates any federal, State of Maryland, or Montgomery County law, regulation, or policy, including this administrative procedure.

4.29 Employee orientations within the departments must include a requirement that employees take appropriate security precautions to protect County Information Resources, commensurate with the level of the employee's job, and the sensitivity level of the information the employee is required to use.

4.30 This administrative procedure applies to contractors, vendors, and volunteers who connect their computers to the county network. A department must include the requirements of this administrative procedure in any contract to which this administrative procedure applies. In addition all contractors, vendors and volunteers must comply with County Security Guidelines.

4.31 To have remote access to County Information Resources, an employee and/or a department must do the following:

- A. An employee must receive written approval from the County Information Resource custodian and the DTS Security Office to have access County Information Resources from a non-County location, such as an employee's home or contractor's network. This written approval will be in an e-mail sent after the VPN request form is approved.
- B. Before a department may purchase or install a remote access connection, the department must request and receive DTS Security Office approval, in writing, for the purchase or installation of a remote access connection.
- C. Remote access of County Information Resources must be in accordance with AP6-1, Use of County-provided Internet, Intranet, and Electronic Mail Services.
- D. Encryption and authentication of any County Information Resource is required, if Sensitive Information is to be transmitted over public phone lines, the Internet or wirelessly.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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- E. In order for a contractor to be granted remote access privileges, the contractor must follow the same security requirements detailed in this administrative procedure and any other County Information Resource procedures. A department must include this requirement in any contract to which this provision applies.
- F. Sensitive Information may not be stored on non-County controlled resources unless following Department and DTS procedures and the County Security Guidelines and all Federal, State and County laws and policies.

## RESPONSIBILITIES

### 5.0 Department of Technology Services

- A. Maintain County information security policies appropriate for best business practices relating to the changing information security requirements of an enterprise network.
- B. Conduct security scans and vulnerability testing to identify vulnerabilities in the County Information Resource network.
- C. Advise departments on information security issues and assist them in the remediation of identified vulnerabilities.
- D. Assist departments in the design of County Information Resource networks, to ensure a secure architecture.
- E. Identify resources for security awareness training.
- F. Function as the point of contact for County Information Resource-related security incidents.
- G. Maintain an awareness of County Information Resource security threats and countermeasures.

### 5.1 Department

- A. Become familiar with the County Information Technology Security Administrative Procedure.
- B. Provide appropriate employees training to perform County Information Resource-related job functions, in compliance with County information technology security procedures.
- C. Incorporate and include this administrative procedure as part of any contract in which the County is to provide a contractor or its agents or employees access to the County Information Resources network.
- D. Cooperate with DTS staff in the vulnerability testing and remediation process of department-operated County Information Resources assets.





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## 5.2 Employee

Use County Information Resources for County business purposes and in compliance with this administrative procedure.

### PROCEDURE

#### 6.0 Department of Technology Services

Provide departments with security policies and procedures and consulting expertise needed to maintain a secure and available County Information Resources network.

Promote County Information Resources security awareness training.

Scan the entire County Information Resources network periodically for known vulnerabilities and initiate remediation as required.

Provide leadership in resolving County Information Resources security incidents and preventing incidents where possible.

#### 6.1 Department

Enforce employee compliance with this administrative procedure.

Train employees on department specific security policies and procedures.

Assist DTS staff with maintaining the department Information Resources in a secure environment and in compliance with County security policies.

### DEPARTMENTS AFFECTED

All County Departments.

APPROVED AS TO FORM AND LEGALITY.

OFFICE OF COUNTY ATTORNEY

BY

DATE 4/25/05